

Company number: 4677231

The Companies Acts 1985 and 2006

Company Limited by Guarantee and not Having a Share Capital

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**Memorandum  
and  
Articles of Association  
of  
Bath Cricket Club**

Amended by special resolution on 31 October 2003 and 11 November 2009  
and 6 November 2014

**Bates Wells Braithwaite  
2-6 Cannon Street  
London EC4M 6YH  
(Tel: 020 7551 7777)**



The Companies Acts 1985 and 2006

Company Limited by Guarantee and not Having a Share Capital

**Memorandum of Association**

**of**

**Bath Cricket Club**

**Bates Wells Braithwaite  
2-6 Cannon Street  
London EC4M 6YH  
(Tel: 020 7551 7777)**

**The Companies Acts 1985 and 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association of Bath Cricket Club**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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*Name of each subscriber*

*Authentication by each subscriber*

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**P. F Shervington**

**D.O Hilton**

**D.A Gilmer**

**Arthur Albert Chapman**

**Roger Leonard Sansbury**

**P.J Colbourne**

**Victor I Ferguson**

**Michael James Roch**

**P.B Wight**

**Nicola Tranter**

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Dated 25 February 2003

The Companies Acts 1985 and 2006

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association**  
**of**  
**Bath Cricket Club**

**Interpretation**

1. In these Articles the following terms shall have the following meanings:

"Act"	the Companies Acts 1985 and 2006 including any statutory modification or re-enactment for the time being in force
"address"	in relation to electronic communications includes any number or address used for the purpose of such communication
"Annual General Meeting" or "AGM"	means a meeting of the voting members of the Club held annually in accordance with s366 of the Act
"Articles"	these Articles of Association of the Club
"Chairman"	the chair for the time being appointed in accordance with these Articles of Association
"clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Club"	Bath Cricket Club
"electronic communications"	has the meaning ascribed to it in the Electronic Communications Act 2000
"electronic signature"	has the meaning ascribed it in the Electronic Communications Act 2000
"Extraordinary General Meeting" or "EGM"	means a meeting of voting members of the Club, other than the AGM, called from time to time in accordance with the Articles

"in writing"	means written, printed or transmitted writing including by electronic communication
"Management Committee" or "MC"	the board of directors
"MC Member" or "MC Members"	the director and directors as defined in the Act
"Members' Forum"	a meeting held in accordance with Article 14
"Ordinary Resolution"	means a resolution agreed by over 50% of the voting members, as set out in the Act at a general meeting after a minimum notice period of 14 clear days unless otherwise set out in the Act
"Regulations"	rules or regulations made by the Management Committee relating to the way in which the Club is organised or managed after consultation at a Members' Forum
"Secretary"	the company secretary of the Club
"Special Resolution"	means a resolution agreed by at least 75% of the voting members at a general meeting after a minimum notice period of 21 clear days, as set out in the Act
"voting member"	members of the Club over the age of 18 years at 1 April of a membership year who shall have one vote and be entitled to attend a general meeting.

2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Club.

### **Name**

3. The name of the company is Bath Cricket Club. In these Articles of Association it is called the "Club".

### **Registered Office**

4. The registered office of the Club is situated in England.

### **Objects**

5. The objects of the Club are to:
  - 5.1 promote community participation in healthy recreation by providing facilities for playing cricket ("facilities" means land, buildings, equipment and organising cricketing activities);

- 5.2 advance the education of children and young people whether or not undergoing formal education.

### **Powers**

6. To further its objects the Club may:
- 6.1 provide cricket facilities, lessons and coaching;
  - 6.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
  - 6.3 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter;
  - 6.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
  - 6.5 provide or procure the provision of counselling and guidance;
  - 6.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake in pursuit of the Club's objects;
  - 6.7 acquire any real or personal property and any rights or privileges and construct and maintain and alter any buildings, except that the replacement of existing and permanent buildings and funding of new buildings at the Club-owned ground at North Parade Road, Bath, BA2 4EX can be decided only after taking into account the wishes of the voting members as determined by resolution at an Extraordinary General Meeting ("EGM") at which the replacement and funding are the only matters on the agenda;
  - 6.8 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Management Committee ("MC") think fit, except that the sale of the Club-owned ground at North Parade Road, Bath, BA2 4EX can be decided only after taking into account the wishes of the voting members as determined by resolution at an EGM at which the sale is the only matter on the agenda;
  - 6.9 subject to any consent required by law borrow or raise and secure the payment of money, except that the process must be followed which is set out in Article 6.7 with regard to the replacement of existing permanent buildings and funding of new buildings at the Club-owned ground at North Parade Road, Bath BA2 4EX;
  - 6.10 invest the Club's money not immediately required for its objects in or upon any investments or securities;
  - 6.11 delegate the management of investments to a financial expert provided that:

- 6.11.1 the financial expert is:
- (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
  - (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001;
- 6.11.2 the investment policy is set down in writing for the financial expert by the MC;
- 6.11.3 every transaction is reported promptly to the MC;
- 6.11.4 the performance of the investments is reviewed regularly by the MC;
- 6.11.5 the MC is entitled to cancel the delegation arrangement at any time;
- 6.11.6 the investment policy and the delegation arrangements are reviewed at least once a year;
- 6.11.7 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the MC on receipt;
- 6.11.8 the financial expert may not do anything outside the powers of the MC;
- 6.12 arrange for investments or other property of the Club to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the MC or a financial expert acting under their instructions and to pay any reasonable fee required;
- 6.13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 6.14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 6.15 subject to Article 6.16 raise funds by way of subscription, donation or otherwise;
- 6.16 trade in the course of carrying out the objects of the Club;
- 6.17 incorporate subsidiary companies to carry on any trade;
- 6.18 subject to Article 7 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and other dependants;
- 6.19 establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money for charitable purposes;



- 6.20 undertake and execute any charitable trusts which may lawfully be undertaken;
- 6.21 amalgamate, merge or join with any charity having charitable objects wholly or in part similar to those of the Club;
- 6.22 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Club may co-operate or federate;
- 6.23 pay out of the funds of the Club the costs of forming and registering the Club;
- 6.24 provide indemnity insurance to cover the liability of the MC Members which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the MC Members knew to be a breach of trust or breach of duty or which was committed by the MC Members in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the MC Members in their capacity as directors of the company; and
- 6.25 do all such other lawful things as shall further the Club's objects.

#### **Limitation on private benefits**

- 7. The income and property of the Club shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of profit to the members of the Club and no MC Member may receive any remuneration or other benefit in money or money's worth from the Club. This shall not prevent any payment in good faith by the Club of:
  - 7.1 reasonable and proper remuneration to any person (not being an MC Member) for any services rendered to the Club;
  - 7.2 interest on money lent by any person at a reasonable and proper rate;
  - 7.3 any reasonable and proper rent for premises let by any person;
  - 7.4 fees, remuneration or other benefits in money or money's worth to a company of which a MC Member or a member of his or her immediate family holds less than one per cent of the capital;
  - 7.5 reasonable and proper out-of-pocket expenses of MC Members;
  - 7.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 6.24 of these Articles of Association;
  - 7.7 the proper professional charges for business done by any MC Member who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Club to act in a professional capacity on its behalf; except that at no time shall a majority of the members of the Club or of the MC benefit under this provision and provided that any such member or MC Member shall

withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion; and

7.8 reasonable remuneration to any MC Member who possesses special skills or knowledge and any firm or company of which such MC Member is a member partner or employee for work carried out for the Club on the instructions of the MC but:

7.8.1 only if the procedure described in Article 8 of these Articles of Association is followed in selecting the MC Member; and

7.8.2 provided that this provision may not apply to more than half the MC at any time.

Provided that nothing in this Article 7 nor in Article 9 below shall prevent any MC Member, member or their relative from using the facilities of the Club or participating in any of its activities. Any member may receive reasonable benefit of club-owned cricketing facilities, playing equipment and post-play non-alcoholic refreshment as a player or match official, reimbursement of reasonable travel expenses to away matches as a player or official and payment for costs of obtaining coaching qualifications.

### **Conflicts of Interest**

8. Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Club in relation to a matter to be discussed at a meeting, he or she must:

8.1 declare an interest before discussion begins on the matter;

8.2 withdraw from that part of the meeting unless expressly invited to remain;

8.3 in the case of personal interests not be counted in the quorum for that part of the meeting;

8.4 in the case of personal interests withdraw during the vote and have no vote on the matter.

### **Limited liability**

9. The liability of the voting members is limited.

10. Every voting member of the Club undertakes to contribute a sum not exceeding £1 to the assets of the Club if it is wound up during his or her membership or within one year afterwards:

10.1 for payment of the debts and liabilities of the Club contracted before he or she ceased to be a member;

10.2 for the costs, charges and expenses of winding up;

10.3 for the adjustment of the rights of the contributories among themselves.

## **Identity and Links**

- 11.1 The colours of the Club are dark blue and light blue with a gold stripe and an aqua sulis emblem.
- 11.2 The playing of cricket at the Club shall include boys, girls, men and women.
- 11.3 The Club shall be affiliated to the England and Wales Cricket Board as the governing body of cricket. As part of this affiliation, the Club has adopted and implemented all the requirements of the ECB 'Safe Hands Cricket Policy' for safeguarding children as amended from time to time.
- 11.4 The Club shall play the game of cricket in accordance with the laws laid down by the Marylebone Cricket Club.

## **Members**

12. The subscribers to the Memorandum and such other persons as are admitted to membership in accordance with the Articles shall be members of the Club.
13. Subject to Article 12, every person who wishes to become a member shall deliver to the Club an application for membership in such form as the MC requires signed by him or her.
14. The MC shall hold a Members' Forum immediately after the conclusion of each AGM to discuss any topics considered to be of interest to the general membership and to consult on important subjects related to these Articles including but not limited to any requirement for specific Regulations.
15. Outstanding service to the Club or cricket in general can be recognised with election at an AGM to the honorary positions of Life Member or Vice President. Persons in these honorary positions may be consulted by the MC for advice and guidance in Club matters.
16. The membership year shall be from 1 April of one year to 31 March of the following year.
17. Membership shall be open to any person over the age of 8 (eight) years at 1 April of a membership year interested in furthering the objects and who has paid the annual subscription.
18. Membership shall be open to all irrespective of skill, gender, disability, race, ethnic origin, creed, colour, social status, and sexual orientation as outlined in the ECB Club Inclusion and Diversity Policy as amended from time to time.
19. Membership shall consist of two classes: Playing Member and Non-Playing Member. All non-playing members must be volunteers and helpers (this might include, for example, individuals still wishing to be associated with the Club but who are unable to play for reasons of health or old age).
20. The membership subscription structure, where 100 (one hundred) represents the standard subscription, with relative discounts for specific groups, shall be as follows:

Playing Member		Non-Playing Member	
Adult	100	Adult	40
Full-time Student	50	Adult-spouse	10
Youth	50	Senior Citizen	20
		Senior Citizen-spouse	5
		Family of Youth	10

**Note**

The age base date is 1 April of any membership year

Youth is age 8 (and in school year 4) to 18 years of age

Senior Citizen is 60 years and over

Family of Youth is parents or guardians of the youth player

Adult-spouse or Senior Citizen-spouse is partner of Playing or Non-Playing Member

21. All new members, excluding youth, shall pay a joining fee of £10.
22. The standard member subscription level for a membership year shall be set by the MC taking into account affordability for both the community and the Club.
23. For good reason, including but not limited to the capacity and practical use of available facilities, health and safety, child protection and any other reason required by law, the MC may refuse membership to a person or restrict the membership numbers. In circumstances requiring restriction of membership numbers, a waiting list shall be established and operated on a first come, first served basis for each class of membership and by age-group within the specific group of youth in the playing member class.
24. The MC may for good reason impose sanctions, including by unanimous vote the rescinding of membership, on any member after having conducted the following disciplinary process:
  - 24.1 Upon receipt of a complaint, the Chairman shall in the first instance appoint a member of the MC (excluding the President) to conduct an informal grievance investigation to seek a satisfactory resolution of the problem;
  - 24.2 If the informal procedure does not resolve the problem and upon written receipt of a complaint by a named person, the MC shall institute a formal internal inquiry and select a panel of 3 (three) voting members (other than members of the MC) to conduct the inquiry according to the principles of natural justice;
  - 24.3 Any member who is the subject of a complaint is entitled to be assisted at any hearing by a person of their choosing;
  - 24.4 The internal inquiry shall report its findings to the MC and, if unethical behaviour has occurred, the MC (excluding the President) shall decide upon fair and reasonable sanctions;
  - 24.5 The complainant or the disciplined member shall have the right of appeal to the President against the first decision;
  - 24.6 The President, together with two other voting members (other than members of the MC) appointed by the President, shall conduct a full and fair appeals hearing. The decision of this appeals panel shall be final and binding.

25. Membership shall not be transferable and shall cease on death. A member shall cease to be a member:
  - 25.1 on the expiry of at least seven clear days' notice given by him or her to the Club of his or her intention to withdraw;
  - 25.2 if any subscription or other sum payable by the member to the Club is not paid on the due date and remains unpaid seven days after notice served on the member by the Club informing him or her that he or she will be removed from membership if it is not paid. The MC may re-admit to membership any person removed from membership on this ground on his or her payment of the joining fee as set out in Article 21;
  - 25.3 if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally or it goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 76 of the Charities Act 2011) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up; or
  - 25.4 if the MC so resolve in accordance with the procedure set out in Article 24.

## **Management Committee and Officials**

### *Number of MC Members*

26. There shall be at least nine MC Members.

### *Appointment, retirement, removal and disqualification of MC Members*

27. At an AGM of the Club the voting members shall elect from amongst themselves the MC Members who shall hold office from the conclusion of that meeting as follows:
  - 27.1 President
  - 27.2 Chairman
  - 27.3 Treasurer
  - 27.4 Finance Director
  - 27.5 Cricket Director
  - 27.6 2 Playing Members' Representatives
  - 27.7 2 Non-Playing Members' Representatives.
28. At the first AGM two of the MC Members shall retire from office, and at every subsequent AGM one-third of the MC who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office. If there is only one MC Member who is subject to retirement by rotation, he or she shall retire.

29. Subject to the provisions of the Act, the MC Members to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed MC Members on the same day those to retire shall (unless they otherwise agree among themselves) be decided by lot.
30. If the Club at the meeting at which a MC Member retires by rotation does not fill the vacancy, the retiring MC Member shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the MC Member is put to the meeting and lost.
31. The President shall not be subject to the retirement by rotation provisions outlined above, but will hold office for 5 years after which time he or she may be reappointed.
32. The MC may appoint a member to fill a vacancy from the date when the post becomes vacant until the conclusion of the next AGM.
33. No person shall be entitled to act as a MC Member whether on a first or any subsequent entry into office until they have signed in the minute record of the MC a declaration of acceptance and of willingness to act in the trusts of the Club.
34. No person shall be appointed or reappointed a MC Member at any general meeting unless nominated by voting members of the Club. Where the appointment or reappointment is made at an AGM, a proposer and seconder must first obtain the consent of a nominee and then nominate and sign the election notice which shall be posted on the clubhouse notice board for 21 (twenty one) days prior to the closing date which shall be 14 (fourteen) days before an AGM. Should nominations exceed vacancies for any position in the MC, election shall be by ballot and the Chairman of the AGM shall have a casting vote.
35. No person may be appointed as a MC Member:
  - 35.1 unless he or she has attained the age of 18 years; or
  - 35.2 in circumstances such that, had he or she already been a MC Member, he or she would have been disqualified from acting under the provisions of these Articles.
36. The office of a MC Member shall be vacated if:
  - 36.1 he or she ceases to be a MC Member by virtue of any provision of the Act or he or she becomes prohibited by law from being a MC Member;
  - 36.2 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
  - 36.3 the MC reasonably believe he or she is suffering from mental disorder and incapable of acting and it resolves that he or she be removed from office;
  - 36.4 he or she resigns by notice to the Club (but only if at least two MC Members will remain in office when the notice of resignation is to take effect);

- 36.5 he or she fails to attend any MC meetings held within a period of six months and the MC resolves that he or she be removed for this reason;
- 36.6 at a meeting of the voting members a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the MC Member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the voting members;

### ***Powers of the MC***

37. Subject to the provisions of the Act and the Articles, the business of the Club shall be managed by the MC who may exercise all the powers of the Club. No alteration of the Articles shall invalidate any prior act of the MC which would have been valid if that alteration had not been made.
38. The continuing MC Members or a sole continuing MC Member may act despite any vacancies in their number but while there are fewer MC Members than required for a quorum the MC may only act for the purpose of increasing the number of MC Members.
39. All acts done by a person acting as a MC Member shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a MC Member.
40. Subject to the provisions of the Articles the MC may regulate their proceedings as they think fit and may adopt Regulations that deal with the way in which the Club is organised or managed.

### ***Delegation of MC's powers***

41. The MC may by power of attorney or otherwise appoint any person to be the agent of the Club for such purposes and on such conditions as they determine.
42. The MC may delegate any of its powers to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Club to any person or committee in accordance with the conditions set out in these Articles.
43. The MC must appoint a club welfare officer who will report regularly to MC Meetings.

### ***Delegations to committees***

44. In the case of delegation of powers to committees:
- 44.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

- 44.2 the composition of any such committee shall be entirely in the discretion of the MC and may comprise such of their number (if any) as the resolution may specify;
- 44.3 the deliberations of any such committee shall be reported regularly to the MC and any resolution passed or decision taken by any such committee shall be reported forthwith to the MC and for that purpose every committee shall appoint a secretary;
- 44.4 all delegations under this Article shall be revocable at any time;
- 44.5 the MC may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 44.6 no committee shall incur expenditure on behalf of the Club except in accordance with a budget which has been approved by the MC.
45. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the MC so far as the same are applicable and are not superseded by any procedures made by the MC.

#### ***Cricket Committee***

46. The MC will form a Cricket Committee to organise and run the activity of cricket which will usually be chaired by the Cricket Director and its terms of reference will be laid down from time to time by the MC.

#### ***Delegations of day to day management powers***

47. In the case of delegation of the day to day management of the Club to manager/s in specific roles:
- 47.1 the delegated power shall be to manage the Club by implementing the policy and strategy adopted and within a budget approved by the MC and if applicable to advise the MC in relation to such policy, strategy and budget;
- 47.2 the MC shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 47.3 the manager/s shall report regularly to the MC on the activities undertaken in managing the Club.

#### ***Meetings***

##### ***Annual general meetings***

48. Subject to the provisions of the Act, the Club shall hold an AGM within 18 months of incorporation and afterwards once in every calendar year and not more than 15 months shall pass between one annual general meeting and the next. The annual general meeting will usually be held in October or as soon as practicable thereafter.

##### ***Extraordinary general meetings***



49. The MC may call an EGM at any time. The MC shall call an EGM on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Act.

#### ***MC meetings***

50. The MC shall usually hold ordinary MC meetings on the first Thursday of each month. A special meeting may be called by the Chairman or two MC Members (and the Secretary shall at the request of two MC Members call a meeting).
51. The MC may invite other persons from time to time deemed necessary to attend MC meetings.

#### ***Length of notice***

52. An AGM and an EGM called to pass a special resolution shall be called by at least 21 clear days' written notice and any other general meeting shall be called by at least 14 clear days' written notice unless the Act requires a longer notice period.
53. MC meetings shall be called by at least four clear days' notice unless urgent circumstances require shorter notice.
54. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
55. A meeting may be called by shorter notice if it is so agreed by everyone entitled to attend and vote at it.

#### ***Contents of notice***

56. Every notice calling a meeting shall specify the place, day and time of the meeting, whether it is a MC meeting, EGM or AGM, and the general nature of the business to be transacted. If a special resolution is to be proposed at a general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

#### ***Service of notice***

57. Notice of meetings shall be given to each person entitled to vote at the meeting and in the case of extraordinary general meetings and annual general meetings notice shall also be given to the auditors of the Club.

#### ***Quorum***

58. No business shall be transacted at any meeting unless a quorum is present. At a MC meeting, four MC Members present and entitled to vote shall be a quorum. At a general meeting 30 voting members or 10% of voting members whichever is the lesser present and entitled to vote shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand

adjourned to the same day in the next week at the same time and place or to such time and places the MC may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

### ***Chairman***

59. The Chairman appointed by the voting members, if any, or in his or her absence another MC Member nominated by the MC shall preside as chair of each MC meeting and each general meeting.

### ***Adjournment***

60. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

### **Voting**

61. Every person present and entitled to vote shall have one vote. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - 61.1 by the Chairman; or
  - 61.2 by a voting member or voting members representing at least one tenth of the total voting rights of all voting members having the right to vote at the meeting.
62. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
63. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
64. A poll shall be taken as the Chairman directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
65. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have.
66. A poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either

forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

67. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

### ***Irregularities***

68. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.
69. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and binding.

### ***Written resolutions***

70. A resolution in writing signed (including by way of electronic signature) by each person who would have been entitled to vote upon it if it had been proposed at a meeting at which he or she was present shall be as valid and effectual as if it had been passed at a meeting duly convened and held and may consist of several instruments in the like form each signed by or on behalf of one or more of those entitled to vote. The date of a written resolution shall be the date on which the last person signs.

### ***Virtual meetings***

71. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the MC in which all participants may communicate simultaneously with all other participants.

## **General**

### ***Secretary***

72. The Secretary shall be appointed by the MC for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

### ***Minutes***

73. The MC shall cause minutes to be made in books kept for the purpose:
  - 73.1 of all appointments of MC Members; and

- 73.2 of all proceedings at meetings of the Club and of the MC, and of committees, including the names of the MC Members present at each such meeting;

and any such minute, if purported to be signed by the Chairman of the meeting at which the proceedings were had, or by the Chairman of the next succeeding meeting, shall, as against any member or MC Member of the Club, be sufficient evidence of the proceedings.

#### ***Records and accounts***

74. The MC shall comply with the requirements of the Act and of the Charities Act 2011 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

- 74.1 annual reports;
- 74.2 annual returns;
- 74.3 annual statements of account.

#### ***Notices***

75. Any notice to be given to or by any person pursuant to the Articles shall be in writing to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the MC need not be in writing.
76. The Club may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose or posted on a website where the recipient has been notified of such posting in a manner agreed by him/her.
77. A member present at any meeting of the Club shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
78. Reasonable proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

#### ***Indemnity***

79. Subject to the provisions of the Act but without prejudice to any indemnity to which a MC Member may otherwise be entitled, every MC Member or other officer of the Club shall be indemnified out of the assets of the Club:
- 79.1 against all costs charges expenses or liabilities incurred by him or her:

- (a) in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and
- (b) in connection with any application in which relief from liability is granted to him or her by the court

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Club; and

79.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in the proper execution and discharge of his or her duties or in relation to the Club.

***MC Members' indemnity insurance***

80. The MC shall have power to resolve pursuant to Article 7.6 of the Articles to effect indemnity insurance, despite their interest in such policy.

**Winding up**

81. If any property remains after the Club has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Club, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the MC before dissolution.